Case 20-12276-mdc Doc 85 Filed 03/16/22 Entered 03/17/22 00:30:26 Desc Imaged Certificate of Notice Page 1 of 5

United States Bankruptcy Court Eastern District of Pennsylvania

In re: Case No. 20-12276-mdc

Leonard S. Bergman Chapter 13

Michele J. Bergman Debtors

CERTIFICATE OF NOTICE

District/off: 0313-2 User: admin Page 1 of 2
Date Rcvd: Mar 14, 2022 Form ID: pdf900 Total Noticed: 1

The following symbols are used throughout this certificate:

Symbol Definition

Addresses marked '+' were corrected by inserting the ZIP, adding the last four digits to complete the zip +4, or replacing an incorrect ZIP. USPS

regulations require that automation-compatible mail display the correct ZIP.

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on Mar 16, 2022:

Recipi ID Recipient Name and Address

db/jdb + Leonard S. Bergman, Michele J. Bergman, 852 Jason Drive, Bensalem, PA 19020-4074

TOTAL: 1

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center.

Electronic transmission includes sending notices via email (Email/text and Email/PDF), and electronic data interchange (EDI).

NONE

BYPASSED RECIPIENTS

The following addresses were not sent this bankruptcy notice due to an undeliverable address, *duplicate of an address listed above, *P duplicate of a preferred address, or ## out of date forwarding orders with USPS.

NONE

NOTICE CERTIFICATION

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed .R. Bank. P.2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Mar 16, 2022 Signature: /s/Joseph Speetjens

CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on March 14, 2022 at the address(es) listed below:

Name Email Address

KENNETH E. WEST

ecfemails@ph13trustee.com philaecf@gmail.com

MARISA MYERS COHEN

on behalf of Creditor Finance of America Reverse LLC ecfmail@mwc-law.com mcohen@mwc-law.com

REBECCA ANN SOLARZ

on behalf of Creditor The Bank of New York Mellon FKA The Bank of New York as Trustee for The Certificateholders of

CWALT, Inc. Alternative Loan Trust 2006-OA11, Mortgage Pass-Through Certificates, Series 2006-OA11

bkgroup@kmllawgroup.com, rsolarz@kmllawgroup.com

ROBERT NAM SU KIM

on behalf of Joint Debtor Michele J. Bergman rkim@lasp.org

ROBERT NAM SU KIM

on behalf of Debtor Leonard S. Bergman rkim@lasp.org

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District/off: 0313-2 User: admin Page 2 of 2
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United States Trustee

USTPRegion03.PH.ECF@usdoj.gov

WILLIAM EDWARD CRAIG

on behalf of Creditor ACAR Leasing Ltd. d/b/a GM Financial Leasing ecfmail@mortoncraig.com mortoncraigecf@gmail.com

TOTAL: 7

IN THE UNITED STATES BANKRUPTCY COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

Michele J. Bergman

CHAPTER 13

Leonard S. Bergman

Debtors

The Bank of New York Mellon FKA The Bank of New York, as Trustee for the Certificateholders of CWALT, Inc., Alternative Loan Trust 2006-OA11, Mortgage Pass-Through Certificates, Series 2006-OA11

Series 2006-

<u>Movant</u>

11 U.S.C. Section 362

NO. 20-12276 MDC

Michele J. Bergman Leonard S. Bergman

Debtors

Kenneth E. West, Esquire

VS.

Trustee

STIPULATION

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by the Movant on the Debtor's residence is

\$16,767.51, which breaks down as follows;

Post-Petition Payments: May 2021 at \$1,518.78/month

June 2021 to February 2022 at \$1,524.25/month

March 2022 at \$1,614.97/month

Fees & Costs Relating to Motion: \$1,238.00 Suspense Balance: \$1,322.49 **Total Post-Petition Arrears** \$16,767.51

- 2. The Debtor(s) shall cure said arrearages through a loan modification within the following schedule:
 - a) Debtor shall submit a substantially complete loss mitigation application by March 15,

2022

b) If a trial modification is first required, Debtor shall obtain a permanent modification by

September 15, 2022

- c) If no trial modification is first required, Debtor shall obtain a permanent modification by May 15, 2022
- 3. Additionally, beginning on April 1, 2022, Debtor shall also make regular post-petition payments on the first (1st) of each month in accordance with the terms of the note and mortgage while the loan modification application is pending.
- 4. If a timely trial modification is obtained, Debtor shall then continue to make regular trial modification payment followed by regular permanent modification payments thereafter, both as directed within the modification documents.
- 5. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.
- 6. In the event any of the events listed within Section 2 are not completed within the listed deadline, Movant may notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may amend her Chapter 13 Plan to provide for payment of Movant's arrears within Section 4(a), "Curing Default and Maintaining Payments", within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to do so, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
- 7. In the event Debtor is denied for a loan modification, even if it is prior to the listed deadlines, Movant may notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may amend her Chapter 13 Plan to provide for payment of Movant's arrears within Section 4(a), "Curing Default and Maintaining Payments", within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to do so, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.
- 8. In the event any of the payment listed under either Section 3 or 4 are not tendered pursuant to the terms of this stipulation, Movant may notify Debtor(s) and Debtor's attorney of the default in writing and the Debtors may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s)

should fail to cure the default within fifteen (15) days, the Movant may file a Certification of Default with the Court and the Court shall enter an Order granting the Movant relief from the automatic stay.

- 9. The stay provided by Bankruptcy Rule 4001(a)(3) is waived.
- 10. If the case is converted to Chapter 7, the Movant shall file a Certification of Default with the court and the court shall enter an order granting the Movant relief from the automatic stay.
- 11. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.
- 12. The provisions of this stipulation do not constitute a waiver by the Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.
 - 12. The parties agree that a facsimile signature shall be considered an original signature.

Date:	February 23, 2022	By: /s/ Rebecca A. Solarz. Esquire Attorney for Movant
Date:_	3/7/22	Robert Nam Su Kim, Esquire Attorney for Debtors No Objection
Date:_	March 9, 2022	/s/ LeeAne O. Huggins Kenneth E. West, Esquire Chapter 13 Trustee

Approved by the Court this 14th day of ______ March 2022. However, the court retains discretion regarding entry of any further order.

MAGDELINE D. COLEMAN CHIEF U.S. BANKRUPTCY JUDGE

Magdelin D. Colem